

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Province of Ilocos Norte
MUNICIPALITY OF MARCOS

Invitation to Bid (IB 2023-012 Goods)

Procurement of Office Supplies for the Use of Different Offices

1. The **MUNICIPAL GOVERNMENT OF MARCOS**, through the **GENERAL FUND** intends to apply the sum of **One Million One Hundred Forty Three Thousand Nine Hundred Twenty Seven Pesos & 50/100 (Php 1,143,927.50)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Office Supplies for the Use of Different Offices under IB 2023-012 Goods**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **MUNICIPAL GOVERNMENT OF MARCOS** now invites bids for the **Procurement of Office Supplies for the Use of Different Offices**. Delivery of the Goods is required to be delivered within **Thirty Calendar (30) Days** after the receipt of Notice to Proceed. Bidders should have completed, within **2 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.
4. Prospective bidders may obtain further information from **Bids and Awards Committee** and inspect the Bidding Documents at the address given below starting **March 29, 2023 at 9:00 A.M. to 4:00 P.M., Monday to Friday** excluding holidays and non-working days.
5. A complete set of Bidding Documents may be acquired by interested bidders on **March 29, 2023** from given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. If a person other than the general manager or sole proprietor acquires bidding documents for or represents the company, a Special Power of Attorney delegating such authority to the person is sufficient. Failure to present Special Power of Attorney will not be issued order of payment.

7. The *Municipality of Marcos Ilocos Norte* will hold a Pre-Bid Conference¹ on **April 5, 2023** at the **BAC Office, Marcos, Ilocos Norte** which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **April 18, 2023/2:00 P. M.** Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **April 18, 2023 at 2:00 P.M.** at the **BAC Office, Marcos**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. Other Information:

Bid Evaluation	-	April 20, 2023
Post Qualification	-	April 25, 2023
Notice of Award	-	April 26, 2023
12. The **MUNICIPAL GOVERNMENT OF MARCOS** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

Bids and Awards Committee
Municipality of Marcos Ilocos Norte
ROSEMARIE C. SABLOT
Administrative Aide VI/Head-BAC Secretariat
Contact Number: 09177220824
Email address: lgumarcosbac@gmail.com
14. You may visit the following website:
For downloading of Bidding Documents: www.lgumarcos.gov.ph

MARIELLE MENOR, CE
Mun. Engineer/BAC Chairperson
Municipality of Marcos, Ilocos Norte
March 28, 2023

¹May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Municipality of Marcos Ilocos Norte* wishes to receive Bids for **Procurement of Office Supplies for the Use of Different Offices** with identification number ***IB 2023-012 Goods***.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of **2 items**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

3. The GOP through the source of funding as indicated below for **2023** in the amount of **One Million One Hundred Forty Three Thousand Nine Hundred Twenty Seven Pesos and 50/100 (Php 1,143,927.50)**

2.1. The source of funding is: ***GENERAL FUND***

4. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

NOTE: Bidders are required to provide brand of the items bided.

5. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

6. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. *[Select one, delete other/s]*
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

7. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

8. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

9. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

10. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

11. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **2 years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

13. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

14. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

15. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty Calendar Days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

20. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

21. Post-Qualification

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

22. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Procurement of Office Supplies for the Use of Different Offices; and b. completed within 2 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Municipality of Marcos, Ilocos Norte</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>Twenty Two Thousand Eight Hundred Seventy Eight Pesos and 55/100 (Php 22,878.55)</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Fifty Seven Thousand One Hundred Ninety Six Pesos and 37/100 (Php 57,196.37)</u> if bid security is in Surety Bond.
19.3	<i>The project will be awarded in one contract in the amount of _____ Pesos (Php _____) only.</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.] Not applicable.</i>
21.2	<i>[List here any additional contract documents relevant to the Project may be required by existing laws and/or the Procuring Entity.]</i> <ol style="list-style-type: none"> 1. <i>Latest Income and Business Tax Returns</i> 2. <i>BIR Certificate of Registration</i> 3. <i>DTI/SEC Certificate of Registration</i> 4. <i>Mayor's/Business Permit</i> 5. <i>Tax Clearance</i> 6. <i>Audited Financial Statement</i> 7. <i>Philgeps Sworn Statement</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>Municipality of Marcos, Ilocos Norte</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>Municipality of Marcos, Ilocos Norte</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Iezel Amor J. Reyes, Local Treasury Operation Officer/GSO.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Epson Genuine Ink, 166 XL black	2 cart		Within 30 Calendar Days upon issuance of Notice to Proceed
2	Epson Genuine Ink, 166 XL cyan	2 cart		
3	Epson Genuine Ink, 166 XL magenta	2 cart		
4	Epson Genuine Ink, 166 XL yellow	1 cart		
5	Brother ink BT 6000 Black	2 cart		
6	Brother ink BT 5000 Cyan	2 cart		
7	Brother ink BT 5000 Magenta	2 cart		
8	Brother ink BT 5000 Yellow	2 cart		
9	Epson Genuine Ink Refill 65ml, black 003	84 cart		
10	Epson Genuine Ink Refill 65ml, cyan 003	54 cart		
11	Epson Genuine Ink Refill 65ml, magenta 003	52 cart		
12	Epson Genuine Ink Refill 65ml, yellow 003	50 cart		
13	Epson Genuine Ink Refill 127ml, Bk 001	36 cart		
14	Epson Genuine Ink Refill 70ml, C 001	25 cart		
15	Epson Genuine Ink Refill 70ml, M 001	18 cart		
16	Epson Genuine Ink Refill 70ml, Y 001	21 cart		
17	Epson Genuine Ink Refill 70ml black T6641	93 cart		
18	Epson Genuine Ink Refill 70ml cyan T6642	44 cart		
19	Epson Genuine Ink Refill 70ml magenta T6643	40 cart		
20	Epson Genuine Ink Refill 70ml yellow T6644	41 cart		
21	Genuine Ribbon for ID Card Printer, full color	3 rolls		
22	High Quality pre cut PVC Cards, 300 cards	2 box		
23	HP 712 Black 80-ml (3ED62A) cartridge	4 pc		
24	Stamp Pad Ink, medium violet	3 pc		
25	Stamp Pad Ink, medium blue, 300 ml	3 pc		
26	Date Stamp	2 pc		
27	CD-Rewritable,7001CR-R, 700MB, LX 48X	2 pc		
28	USB, 16gb	1 pc		
29	USB, 8gb	25 pc		
30	Solid State Drive 1TB	3 pc		
31	Computer Mouse	4 unit		
32	Computer Keyboard Big A4 Tech	2 unit		
33	Computer Mouse pad	4 pc		
34	Book paper, subs. 24, long	120 reams		
35	Book paper, subs. 24, letter	24 reams		
36	Book paper, subs. 20, letter	66 reams		
37	Book paper, subs. 20, A3	9 reams		
38	Rubber Band, big	3 box		
39	Notebook	238 pc		

40	Yellow Paper	1 pad		
41	Photo Paper, 10 sheets per pack	27 pack		
42	Post-it paper 3x4	84 pack		
43	Index Card, 4x6 ruled, 500s/pad	4 pad		
44	Colored Bond Paper, Letter, pink	6 reams		
45	Colored Bond Paper, Letter, blue	8 reams		
46	Colored Bond Paper, Letter, yellow	4 reams		
47	Colored Bond Paper, Letter, green	8 reams		
48	Laid Paper board, medium, 10s/pack, white	79 packs		
49	Laid Paper board, medium, 10s, pale cream	4 pack		
50	Parchment paper (A4 Size 10 pcs 200 gsm)	1 pack		
51	Linen board paper plain, white, legal size-180 gsm	3 pack		
52	Sticker Paper, long, 20s/pack, white	2 pack		
53	Sticker Paper, A4, 10s/pack, Neon Green	2 pack		
54	Sticker Paper, A4, 10s/pack, white	45 pack		
55	Tracing Paper, sht roll 90/95, 20 yards	10 rolls		
56	Official Record book, 500pp	46 book		
57	Official Record book, 200pp	81 book		
58	Paper Tray, 3 layers	1 unit		
59	Three Column file data storage rack	1 unit		
60	Desk Storage Bookshelf	3 unit		
61	Metal Desk Tray, 3 layer mesh Type	2 unit		
62	Mesh Metal Desk Organizer, 3 Layers	2unit		
63	Yellow Paper	4 pad		
64	4 layer metal organizer/storage	1 unit		
65	Storage Box, 10.25" x 12.5" x 15.75"	59 pcs		
66	Daily Time Record (DTR)	2,202 pcs		
67	File Folder, medium	15 pcs		
68	File Folder, long	612 pcs		
69	File Folder, long (brown)	115 pcs		
70	Expanding Folder, long, board, (blue)	85 pcs		
71	Expanding Folder, long, board (ight pink)	30 pcs		
72	Expanding Folder, long, board (mint green)	54 pcs		
73	Expanding Folder, long, board (white)	406 pcs		
74	Expanding Folder, long, board (yellow)	50 pcs		
75	Expanding Folder, long, board (orange)	30 pcs		
76	Brown Envelope, long	262 pcs		
77	Brown Envelope, medium	50 pcs		
78	Expanding Envelope, long, brown	354 pcs		
79	Plastic Expanding Envelope with Handle, Long	50 pcs		
80	Certificate Holder, plastic board, medium	40 pcs		
81	Certificate Holder, plastic board, A4 SIZE	148 pcs		
82	Plastic Cover (0.25mm x 4ft x 9ft)	8 pcs		
83	Ballpen, Standard Techno black	576 pcs		
84	Ballpen, BP-S Fine Black	223 pcs		
85	Ballpen, gelpen 316L, 0.5, blue	36 pcs		
86	Ballpen, ballpoint black	115 pcs		

87	Ballpen, ballpoint blue	20 pcs		
88	Ballpen, ipen12, gelpen 0.5, black	120 pcs		
89	Ballpen Flex Stick, red 0.5	10 pcs		
90	Ballpen Flex Stick, black 0.5	449 pcs		
91	Ballpen, Faber Castle, Black	45 pcs		
92	Ballpen with string and stand, black	10 pcs		
93	Sign pen, 0.30 V-ball, black	58 pcs		
94	Sign pen, 0.50 V-ball, black	82 pcs		
95	Signpen, 0.50 V-ball, blue	31 pcs		
96	Signpen, 0.50 V-ball, green	12 pcs		
97	Pilot G-Tec 0.50 black	17 pcs		
98	Wax Crayons (16 colors)	4 pcs		
99	EnerGel BLN25 Needle Tip Gel Pen Black	15 pcs		
100	Whiteboard marker, black	31 pcs		
101	Pentel pen, black	130 pc		
102	Pentel pen, blue	1 pc		
103	Manila Paper	25 pc		
104	Plastic Envelop, medium	65 pc		
105	Pentel pen, red	1 pc		
106	Meta cards (4" x 8" 500 sheets)	2 pack		
107	Metal mesh Pen Holder	4 pc		
108	Flourescent/Marker Pen yellow	38 pc		
109	Flourescent/Marker Pen orange	2 pc		
110	Flourescent/Marker Pen pink	3 pc		
111	Pencil No. 2	423 pc		
112	Eraser (steadler) white	5 pc		
113	Correction pen with metal tip	17 pc		
114	Correction Tape, Big	271 pc		
115	Correction Fluid	10 pc		
116	Glue-All, 40 grams	11 jar		
117	Glue-All, 130grams	44 jar		
118	Glue Stick, 22g	5 pc		
119	Padding glue for bookbinding, Big	7 jar		
120	Transparent Tape, 300m, 1"	84 roll		
121	Transparent Tape, 300m, 2"	53 rolls		
122	Masking Tape, 1"	44 rolls		
123	Masking Tape, 2"	41 rolls		
124	Masking Tape, 4"	3 rolls		
125	Double Adhesive tape, white	33 rolls		
126	Double Adhesive tape, green 1"	15 rolls		
127	Long Barrel Stapler #35	1 pcs		
128	Stapler, #35 with pincher	13 pcs		
129	Stapler, #10	2 pcs		
130	Staple wire, #35	92 box		
131	Staple wire, #10 (12 small boxes)	26 box		
132	Puncher, Big, black	10 unit		
133	Staple remover, Mini Pinch Claw Style	1 pcs		
134	Staple remover	1 pcs		

135	Paper Fastener, plastic	79 box		
136	Paper Fastener, metal	6 box		
137	Paper clip, big	47 box		
138	Paper clip, small	68 box		
139	Big Size Strong Metal Hinge Clip	6 pcs		
140	Paper clip, big metal type heavy duty	18 box		
141	Paper clamp, metal big	27 pcs		
142	Binder Clips, 2", 12/pack	16 pack		
143	Binder Clips, 1", 12/pack	30 pack		
144	Binder Clips, 0.5", 24/pack	2 pack		
145	Binder Clips, 3/4", 24/pack	14 pack		
146	Binder Clips, large 32 mm, pink, 12/pack	5 packs		
147	Foot ruler, 24" metal	5 pcs		
148	Foot ruler, 12" plastic	5 pcs		
149	Foot ruler, 12" metal	1 pc		
150	Cutter, Heavy duty	2 pcs		
151	Cutter Blade, 10s/pack	6 pack		
152	Cutter, ordinary	13 pcs		
153	Scissor, Heavy Duty, 8"	32 pcs		
154	Pushpin, flat plastic head	19 box		
155	Thumbtacks	8 box		
156	Calculator, Ms-20uc, 12 digit, two-way power, black	1 unit		
157	Calculator, Ms-20uc, 12 digit, two-way power, white	1 unit		
158	Calculator, Ms-20uc, 12 digit, two-way power, light pink	1 unit		
159	Desktop Calculator 16 digits dual power	1 unit		
160	Desktop Calculator dual power, large display ark design	2 unit		
161	Desktop Calculator dual power, DX-20B	1 pcs		
162	Battery, AAA	79 pcs		
163	Battery, AA	57 pcs		
164	Binding Ring, 1/2"	2 pcs		
165	Binding Ring, 1"	2 pcs		
166	Binding PVC cover, 100's/ream medium	1 pcs		
167	Binding PVC cover, 100's/ream long	2 reams		
168	Tissue Paper, 2 ply thick, 1000 sheets	174 rolls		
169	Facial Tissue Paper, economy size	6 box		
170	Air Freshener, 320ml	54 pcs		
171	Toilet brush with handle	10 pcs		
172	Toilet Bowl Cleaner, 500ml	79 bot		
173	Glass Cleaner, 500ml	30 pcs		
174	Furniture Cleaner, 330ml	12 pcs		
175	Disinfectant Spray, 510g	20 bot		
176	Mosquito Killer, big, 600ml	6 bot		
177	Insect Killer, big	2 bot		
178	Muriatic Acid, 1L	10 bot		
179	Isoprophyl Alcohol, 70% 500 ml	330 btts		
180	Isoprophyl Alcohol, 70%	26 gal		
181	Hand Liquid Soap, 250ml	30 bot		

182	Antibacterial Hand Soap, white, Family size	98 pcs		
183	Bar Soap, (detergent) 450 grams	10 pcs		
184	Powder soap, (detergent) 450 grams	320 pcs		
185	Chlorine Granules, 40kg	2 jar		
186	Dishwashing Liquid, 250ml	22 pcs		
187	Dishwashing Paste, big	8 pcs		
188	Toilet deodorant Cake, big	15 pcs		
189	Cleaning Brush with handle	15 pcs		
190	Scouring Pad, foot shape	15 pcs		
191	Broom (Tingting)	57 pcs		
192	Broom (tambo)	42 pcs		
193	Trashcan with cover	10 pcs		
194	Trashcan with pedal	6 pcs		
195	Dust pan, plastic big	18 pcs		
196	Dust pan, metal heavy duty	5 pcs		
197	Floor mop tornado	7 pcs		
198	Floor mop squeeze type	13 pcs		
199	Floor mop	2 pcs		
200	Multi Purpose Round Cleaning Cloth Rugs	6 pcs		
201	Scrub Brush, medium	1 pc		
202	Window Cleaner Wiper	2 pcs		
203	Garbage bag, 10pcs/pack, medium	10 pc		
204	Rubber Boots, size 10	2 pair		
205	Rubber Boots, size 9	1 pair		
206	Rubber Boots, size 8	2 pair		
207	2 sided magnetic aluminum white board (40x60 cm) with 2 magnet and 1 marker and small eraser	1 set		
208	Cork bulletin board wooden frame with push pin 40x60 cm	1 set		

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
			[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]
1	2 cart	Epson Genuine Ink, 166 XL black	
2	2 cart	Epson Genuine Ink, 166 XL cyan	
3	2 cart	Epson Genuine Ink, 166 XL magenta	
4	1 cart	Epson Genuine Ink, 166 XL yellow	
5	2 cart	Brother ink BT 6000 Black	
6	2 cart	Brother ink BT 5000 Cyan	
7	2 cart	Brother ink BT 5000 Magenta	
8	2 cart	Brother ink BT 5000 Yellow	
9	84 cart	Epson Genuine Ink Refill 65ml, black 003	
10	54 cart	Epson Genuine Ink Refill 65ml, cyan 003	
11	52 cart	Epson Genuine Ink Refill 65ml, magenta 003	
12	50 cart	Epson Genuine Ink Refill 65ml, yellow 003	
13	36 cart	Epson Genuine Ink Refill 127ml, Bk 001	
14	25 cart	Epson Genuine Ink Refill 70ml, C 001	
15	18 cart	Epson Genuine Ink Refill 70ml, M 001	
16	21 cart	Epson Genuine Ink Refill 70ml, Y 001	
17	93 cart	Epson Genuine Ink Refill 70ml black T6641	
18	44 cart	Epson Genuine Ink Refill 70ml cyan T6642	

19	40 cart	Epson Genuine Ink Refill 70ml magenta T6643	
20	41 cart	Epson Genuine Ink Refill 70ml yellow T6644	
21	3 rolls	Genuine Ribbon for ID Card Printer, full color	
22	2 box	High Quality pre cut PVC Cards, 300 cards	
23	4 pc	HP 712 Black 80-ml (3ED62A) cartridge	
24	3 pc	Stamp Pad Ink, medium violet	
25	3 pc	Stamp Pad Ink, medium blue, 300 ml	
26	2 pc	Date Stamp	
27	2 pc	CD-Rewritable,7001CR-R, 700MB, LX 48X	
28	1 pc	USB, 16gb	
29	25 pc	USB, 8gb	
30	3 pc	Solid State Drive 1TB	
31	4 unit	Computer Mouse	
32	2 unit	Computer Keyboard Big A4 Tech	
33	4 pc	Computer Mouse pad	
34	120 reams	Book paper, subs. 24, long	
35	24 reams	Book paper, subs. 24, letter	
36	66 reams	Book paper, subs. 20, letter	
37	9 reams	Book paper, subs. 20, A3	
38	3 box	Rubber Band, big	
39	238 pc	Notebook	
40	1 pad	Yellow Paper	
41	27 pack	Photo Paper, 10 sheets per pack	
42	84 pack	Post-it paper 3x4	
43	4 pad	Index Card, 4x6 ruled, 500s/pad	
44	6 reams	Colored Bond Paper, Letter, pink	
45	8 reams	Colored Bond Paper, Letter, blue	
46	4 reams	Colored Bond Paper, Letter, yellow	
47	8 reams	Colored Bond Paper, Letter, green	
48	79 packs	Laid Paper board, medium, 10s/pack, white	
49	4 pack	Laid Paper board, medium, 10s, pale cream	

50	1 pack	Parchment paper (A4 Size 10 pcs 200 gsm)	
51	3 pack	Linen board paper plain, white, legal size-180 gsm	
52	2 pack	Sticker Paper, long, 20s/pack, white	
53	2 pack	Sticker Paper, A4, 10s/pack, Neon Green	
54	45 pack	Sticker Paper, A4, 10s/pack, white	
55	10 rolls	Tracing Paper, sht roll 90/95, 20 yards	
56	46 book	Official Record book, 500pp	
57	81 book	Official Record book, 200pp	
58	1 unit	Paper Tray, 3 layers	
59	1 unit	Three Column file data storage rack	
60	3 unit	Desk Storage Bookshelf	
61	2 unit	Metal Desk Tray, 3 layer mesh Type	
62	2unit	Mesh Metal Desk Organizer, 3 Layers	
63	4 pad	Yellow Paper	
64	1 unit	4 layer metal organizer/storage	
65	59 pcs	Storage Box, 10.25" x 12.5" x 15.75"	
66	2,202 pcs	Daily Time Record (DTR)	
67	15 pcs	File Folder, medium	
68	612 pcs	File Folder, long	
69	115 pcs	File Folder, long (brown)	
70	85 pcs	Expanding Folder, long, board, (blue)	
71	30 pcs	Expanding Folder, long, board (ight pink)	
72	54 pcs	Expanding Folder, long, board (mint green)	
73	406 pcs	Expanding Folder, long, board (white)	
74	50 pcs	Expanding Folder, long, board (yellow)	
75	30 pcs	Expanding Folder, long, board (orange)	
76	262 pcs	Brown Envelope, long	
77	50 pcs	Brown Envelope, medium	
78	354 pcs	Expanding Envelope, long, brown	
79	50 pcs	Plastic Expanding Envelope with Handle, Long	

80	40 pcs	Certificate Holder, plastic board, medium	
81	148 pcs	Certificate Holder, plastic board, A4 SIZE	
82	8 pcs	Plastic Cover (0.25mm x 4ft x 9ft)	
83	576 pcs	Ballpen, Standard Techno black	
84	223 pcs	Ballpen, BP-S Fine Black	
85	36 pcs	Ballpen, gelpen 316L, 0.5, blue	
86	115 pcs	Ballpen, ballpoint black	
87	20 pcs	Ballpen, ballpoint blue	
88	120 pcs	Ballpen, ipen12, gelpen 0.5, black	
89	10 pcs	Ballpen Flex Stick, red 0.5	
90	449 pcs	Ballpen Flex Stick, black 0.5	
91	45 pcs	Ballpen, Faber Castle, Black	
92	10 pcs	Ballpen with string and stand, black	
93	58 pcs	Sign pen, 0.30 V-ball, black	
94	82 pcs	Sign pen, 0.50 V-ball, black	
95	31 pcs	Signpen, 0.50 V-ball, blue	
96	12 pcs	Signpen, 0.50 V-ball, green	
97	17 pcs	Pilot G-Tec 0.50 black	
98	4 pcs	Wax Crayons (16 colors)	
99	15 pcs	EnerGel BLN25 Needle Tip Gel Pen Black	
100	31 pcs	Whiteboard marker, black	
101	130 pc	Pentel pen, black	
102	1 pc	Pentel pen, blue	
103	25 pc	Manila Paper	
104	65 pc	Plastic Envelop, medium	
105	1 pc	Pentel pen, red	
106	2 pack	Meta cards (4" x 8" 500 sheets)	
107	4 pc	Metal mesh Pen Holder	
108	38 pc	Flourescent/Marker Pen yellow	
109	2 pc	Flourescent/Marker Pen orange	
110	3 pc	Flourescent/Marker Pen pink	
111	423 pc	Pencil No. 2	
112	5 pc	Eraser (steadler) white	
113	17 pc	Correction pen with metal tip	

114	271 pc	Correction Tape, Big	
115	10 pc	Correction Fluid	
116	11 jar	Glue-All, 40 grams	
117	44 jar	Glue-All, 130grams	
118	5 pc	Glue Stick, 22g	
119	7 jar	Padding glue for bookbinding, Big	
120	84 roll	Transparent Tape, 300m, 1"	
121	53 rolls	Transparent Tape, 300m, 2"	
122	44 rolls	Masking Tape, 1"	
123	41 rolls	Masking Tape, 2"	
124	3 rolls	Masking Tape, 4"	
125	33 rolls	Double Adhesive tape, white	
126	15 rolls	Double Adhesive tape, green 1"	
127	1 pcs	Long Barrel Stapler #35	
128	13 pcs	Stapler, #35 with pincher	
129	2 pcs	Stapler, #10	
130	92 box	Staple wire, #35	
131	26 box	Staple wire, #10 (12 small boxes)	
132	10 unit	Puncher, Big, black	
133	1 pcs	Staple remover, Mini Pinch Claw Style	
134	1 pcs	Staple remover	
135	79 box	Paper Fastener, plastic	
136	6 box	Paper Fastener, metal	
137	47 box	Paper clip, big	
138	68 box	Paper clip, small	
139	6 pcs	Big Size Strong Metal Hinge Clip	
140	18 box	Paper clip, big metal type heavy duty	
141	27 pcs	Paper clamp, metal big	
142	16 pack	Binder Clips, 2", 12/pack	
143	30 pack	Binder Clips, 1", 12/pack	
144	2 pack	Binder Clips, 0.5", 24/pack	
145	14 pack	Binder Clips, 3/4", 24/pack	
146	5 packs	Binder Clips, large 32 mm, pink, 12/pack	
147	5 pcs	Foot ruler, 24" metal	
148	5 pcs	Foot ruler, 12" plastic	

149	1 pc	Foot ruler, 12" metal	
150	2 pcs	Cutter, Heavy duty	
151	6 pack	Cutter Blade, 10s/pack	
152	13 pcs	Cutter, ordinary	
153	32 pcs	Scissor, Heavy Duty, 8"	
154	19 box	Pushpin, flat plastic head	
155	8 box	Thumbtacks	
156	1 unit	Calculator, Ms-20uc, 12 digit, two-way power, black	
157	1 unit	Calculator, Ms-20uc, 12 digit, two-way power, white	
158	1 unit	Calculator, Ms-20uc, 12 digit, two-way power, light pink	
159	1 unit	Desktop Calculator 16 digits dual power	
160	2 unit	Desktop Calculator dual power, large display ark design	
161	1 pcs	Desktop Calculator dual power, DX-20B	
162	79 pcs	Battery, AAA	
163	57 pcs	Battery, AA	
164	2 pcs	Binding Ring, 1/2"	
165	2 pcs	Binding Ring, 1"	
166	1 pcs	Binding PVC cover, 100's/ream medium	
167	2 reams	Binding PVC cover, 100's/ream long	
168	174 rolls	Tissue Paper, 2 ply thick, 1000 sheets	
169	6 box	Facial Tissue Paper, economy size	
170	54 pcs	Air Freshener, 320ml	
171	10 pcs	Toilet brush with handle	
172	79 bot	Toilet Bowl Cleaner, 500ml	
173	30 pcs	Glass Cleaner, 500ml	
174	12 pcs	Furniture Cleaner, 330ml	
175	20 bot	Disinfectant Spray, 510g	
176	6 bot	Mosquito Killer, big, 600ml	
177	2 bot	Insect Killer, big	
178	10 bot	Muriatic Acid, 1L	
179	330 btts	Isoprophyl Alcohol, 70% 500 ml	
180	26 gal	Isoprophyl Alcohol, 70%	

181	30 bot	Hand Liquid Soap, 250ml	
182	98 pcs	Antibacterial Hand Soap, white, Family size	
183	10 pcs	Bar Soap, (detergent) 450 grams	
184	320 pcs	Powder soap, (detergent) 450 grams	
185	2 jar	Chlorine Granules, 40kg	
186	22 pcs	Dishwashing Liquid, 250ml	
187	8 pcs	Dishwashing Paste, big	
188	15 pcs	Toilet deodorant Cake, big	
189	15 pcs	Cleaning Brush with handle	
190	15 pcs	Scouring Pad, foot shape	
191	57 pcs	Broom (Tingting)	
192	42 pcs	Broom (tambo)	
193	10 pcs	Trashcan with cover	
194	6 pcs	Trashcan with pedal	
195	18 pcs	Dust pan, plastic big	
196	5 pcs	Dust pan, metal heavy duty	
197	7 pcs	Floor mop tornado	
198	13 pcs	Floor mop squeeze type	
199	2 pcs	Floor mop	
200	6 pcs	Multi Purpose Round Cleaning Cloth Rugs	
201	1 pc	Scrub Brush, medium	
202	2 pcs	Window Cleaner Wiper	
203	10 pc	Garbage bag, 10pcs/pack, medium	
204	2 pair	Rubber Boots, size 10	
205	1 pair	Rubber Boots, size 9	
206	2 pair	Rubber Boots, size 8	
207	1 set	2 sided magnetic aluminum white board (40x60 cm) with 2 magnet and 1 marker and small eraser	
208	1 set	Cork bulletin board wooden frame with push pin 40x60 cm	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
 (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

